

United States Courts
Southern District of Texas
FILED

Declaration of Claim

JUL 07 2025

Nathan Ochsner, Clerk of Court

I AM A FLORIDA CIVIL COMITMENT CENTER CLAIMANT TO SUIT SO FILED IN THE
BANKRUPTCY COURT CASE NO. 24-90533(ARP) 24 -90565 (ARP) AND AS SUCH DO
SEEK CLASS RECOGNITION AND PARTICIPATION IN THE *ALTERNATIVE DISPUTE*
RESOLUTION SETTLEMENT AGREEMENT WHEN AND AS SUBMITTED . UPON
FILING OF THIS NOTICE I DO DECLARE THAT THE MATTERS ARE TRUE AND
CORRECT AS STATED AND THAT I CONSENT TO THE FORMING OF THE
ALTERNATIVE DISPUTE RESOLUTION COMMITTEE (ADRC) AS STATED IN THE
PROFFER AND THAT THE NEGOTIATING TERMS ARE SO STATED AND UPON MY
COMMON CONSENT ARE SO LITIGATED AS STATED.

DATED : THIS 26th day of June 2025

Respectfully Submitted,

mohammed khalil
mohammed Raddeem Talawa El supreme Khalil
FLORIDA CIVIL COMMITMENT CENTER
13619 S.E. HWY 70
ARCADIA FLORIDA 34266

DECLARATION OF PRIOR CLAIMS

In accordance with 768.28 (6) (c) of the Florida Statute, the claimant in the above styled case, do provide the following information:

Full Name: Muhammad Rafeeq Tolaqwa Date of Birth: 5-31-1973
El supreme Kalifa

Place of Birth: unknown

The claimant therefore, declares that I DO I DO NOT have additional claims in excess of \$200.00, *at the time of* submitting this information provided herein and that all said claims are so related.

The plaintiff hereby certifies the foregoing is true and correct.

DATED : THIS 26th day of June 2025

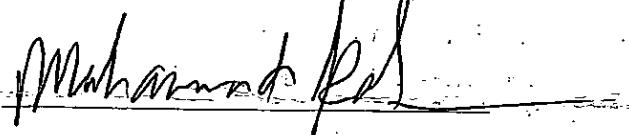
Respectfully Submitted,

Muhammad Kalifa
Muhammad Kalifa

FLORIDA CIVIL COMMITMENT CENTER
13619 S.E. HWY 70
ARCADIA FLORIDA 34266

I, DO HEREBY DECLARE THAT I AM OPTING OUT OF THE WELLPATH HOLDINGS INC. PLAN CASE NO. 24-90533 (ARP) AND CASE NO. 24-90566 (ARP). I FURTHER AGREE TO THE COMMON CONSENT OF THE MAJORITY CLAUSE AS SUCH I DO NOT AGREE TO SETTLE ANY CLAIM INDEPENDENTLY OF THE COMMITTEE NOR SETTLE FOR A LESS FAVORABLE TREATMENT THAN IS PROFERED BY THE COMMITTEE IN THE BEST INTEREST OF ALL.

RESPONDENT /CLAIMANT



FLORIDA CIVIL COMMITMENT CENTER
13619 S.E. HWY 70
ARCADIA FLORIDA 34266

The foregoing instrument was acknowledged before me, an officer duly authorized in the State and County aforesaid, to take acknowledgements, this 15 day of July 2025,

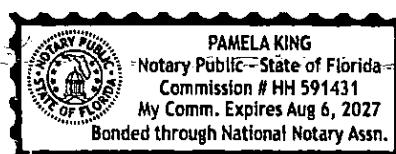
by Muhammad Kalif

NOTARY PUBLIC

Signed: Pamela King

Print: Pamela King

My Commission Expires: Aug 6, 2027



Please be advised that the time has come to make an official Settlement Proffer to all parties of Claims as such these Proffers have been established pursuant to filings upon which the liability claims has been presented: \$372,000,000.00 for pain, suffering and tortious interference with liberty, unjust enrichment, breach of performance, breach of contract and to resolve any and all claims pertaining to the Florida Civil Commitment Center et al. To DEFENDANTS WELLPATH HOLDINGS Inc. et al

For the Total Payment of \$186,000,000.00 in Case No:24-90533 (ARP) to be distributed to all parties as described in the Alternative Dispute Settlement Agreement Contract. To DEFENDANT: H.I.G. CAPITAL LLP Total Payment of \$186,000,000.00 in Case No: 24-90533 (ARP) now this case has been transferred to a new resolution CASE NO. 24-90566 (ARP). THE COMMITTEE SHALL ATTEND A HEARING SET FOR JULY 1ST 2025. THE OPT OUT FINAL DATE IS JULY 31ST 2025. HOWEVER DO NOT WAIT UNTIL THE LAST MINUTE TO OPT OUT. THE ADDITIONAL SUSTENANCE AND MONETARY INCENTIVES ARE LISTED ON THE COMMITTEE FORM FOR YOUR REVIEW.

STATE OF FLORIDA ET AL.. To (1)DEFENDANTS STATE OF FLORIDA to include all (2)Attorney General, (3)Asst. Att. Gen. Claims (4)State Attorneys, (5)Asst. State Attorneys, (6)Department of Children and Family Services,(7) Secretary Shevaun Harris and (8) Raven Reid in all Liability Claims and Cases in Re: Florida Civil Commitment Center pursuant to Florida State Statute 394. Part V. A PETITION FOR RELEASE PURSUANT TO STATUTE 1.540 SHALL BE FILED IN YOUR NAME DELARING YOUR COUNTERCLAIM A SETTLEMENT PROFFER SHALL BE OFFERED BY THE Alternative Resolution Committee for: One Payment in the Total of \$186,000,000.00 With a sustenance fund of: \$2,500,000.00 Per County Annually pursuant to : Civil Transition and Social Accountability Bill:

By opting out and joining the Committee you are authorizing the committee to present these settlement terms in your name and advise you with updates and seek your input in regards to responses and decisions as that shall be determined in the resolution of these measures.

Should you have any further questions seek out a resident in your unit that is a member of the committee and a plaintiff in the case.

BY SIGNING BELOW I DECLARE THAT I HAVE BEEN DULY INFORMED OF THE RIGHTS I HAVE AS A COMMITTEE MEMBER AND THAT I AM OPTING OUT OF THE WELLPATH REORGANIZATION PLAN AS STATED AND ANY REPRESENTATION AT THIS TIME BY THE FLORIDA CIVIL COMMITMENT RESIDENT COUNSEL AS TO THESE MATTERS AND ANY MATTERS RELATING TO MY CIVIL COMMITMENT BEING THAT THE RESIDENT COUNSEL IS COMPLICIT AND COMPROMISED BY UNDUE INFLUENCE AND DOES NOT REPRESENT MY INTEREST OF BETTERMENT AND SHALL BE REVISED PURSUANT TO THESE SETTLEMENT TERMS.

Item 1. Voting - Complete This Section.

ITEM 1: PRINCIPAL AMOUNT OF CLAIMS	<p>The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory for a holder) of Claim(s) in the Voting Class as set forth below (your "Claim"). You may vote to accept or reject the Plan. You must check the applicable box in the right-hand column below to "accept" or "reject" the Plan in order to have your vote in the Voting Class counted.</p> <p>Please note that you are voting all of your Claims in the Voting Class either to accept or reject the Plan. You may not split your vote in the Voting Class. If you do not indicate that you either accept or reject the Plan in the Voting Class by checking the applicable box below, your vote in the Voting Class will not be counted. If you indicate that you both accept and reject the Plan for the Voting Class by checking both boxes below, your vote in the Voting Class will not be counted.</p> <p>The holder of the Claims in the Voting Class set forth below votes to (please check one and only one box per applicable Voting Claim):</p>
Class 6 - General Unsecured Claims	<input checked="" type="checkbox"/> ACCEPT (VOTE FOR) THE PLAN <input type="checkbox"/> REJECT (VOTE AGAINST) THE PLAN

Item 2. Important Information Regarding Releases, Exculpations, and Injunctions under the Plan.²

AS A HOLDER OF THE CLAIMS IN THE VOTING CLASS IDENTIFIED IN ITEM 1, YOU ARE A "RELEASING PARTY" UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE IX.D OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE IX.D OF THE PLAN. YOU WILL NOT BE CONSIDERED A "RELEASING PARTY" UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE. YOU MAY ALSO VALIDLY OPT OUT OF THE RELEASES BY FILING AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN WITH THE BANKRUPTCY COURT PRIOR TO THE PLAN OBJECTION DEADLINE. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE THIRD-PARTY RELEASE IS AT YOUR OPTION. ALL HOLDERS OF CLAIMS THAT DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE IX OF THE

² The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the terms of the Plan, the terms of the Plan shall govern. Please read the Plan carefully before completing this Ballot.

PLAN WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES.

YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE IX.D OF THE PLAN. HOWEVER, BY ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE IX.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

**UNLESS YOU CHECK THIS BOX, YOU
MAY WAIVE YOUR RIGHTS AGAINST
CERTAIN NON-DEBTORS**

BY CHECKING THIS BOX, THE HOLDER OF THE CLAIMS IDENTIFIED IN ITEM 1 ELECTS TO OPT OUT OF THE THIRD-PARTY RELEASE AND KEEP ITS CLAIMS AGAINST CERTAIN NON-DEBTOR PARTIES.

Article IX.C of the Plan provides for a release by the Debtors (the "Debtor Release").

To the fullest extent permissible under applicable law, other than in the case of willful misconduct, gross negligence, or actual fraud (but not, for the avoidance of doubt, Avoidance Actions), each of the Debtors, the Post-Restructuring Debtors, Reorganized Wellpath, and their Estates, in each case in behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any cause of action, directly or derivatively by, through, for, or because of the foregoing entities shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each Released Party from any and all claims, interests, damages, remedies, causes of action, demands, rights, debts, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guarantees, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter existing, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, asserted or assertable, direct or derivative, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, Post-Restructuring Debtors, Reorganized Wellpath, or their Estates, that such entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the debtors, the company (including the capital

Arredia, FL 34268

Telephone Number: 863-441-49

Email: _____

Date Completed: July 26th 2025

IF YOU HAVE MADE THE OPTIONAL OPT OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS OPT OUT FORM AND RETURN IT PROMPTLY BY ONLY ONE OF THE METHODS BELOW.

By first class mail, overnight courier, or hand delivery to:

Wellpath Holdings, Inc.
c/o Epiq Ballot Processing
P.O. Box 4422 Beaverton, OR 97076-4422

By overnight courier, or hand delivery to:

Wellpath Holdings, Inc. Ballot Processing
c/o Epiq Ballot Processing
10300 SW Allen Boulevard
Beaverton, OR 97005

If you would like to coordinate hand delivery of your Opt Out Form, please email WellpathInfo@epiqglobal.com and provide the anticipated date and time of your delivery.

OR

By electronic, online submission:

Please visit <http://dm.epiqfl.com/Wellpath> (the "E-Opt Out Portal"). Click on the "E-Opt Out" link under the Case Actions section of the website and follow the instructions to submit your Opt Out Form.

The Claims and Solicitation Agent's E-Opt Out Portal is the sole manner in which Opt Out Forms will be accepted via electronic or online transmission. Opt Out Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.

Parties that submit their Opt Out Form using the E-Opt Out Portal should NOT also submit a paper Opt Out Form.

claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Holder has filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan; provided, that, for the avoidance of doubt, Article IX.F of the Plan shall not apply to parties that timely opt out of the Third-Party Release to preserve their claims against the Released Parties.

Item 2. Certifications.

By signing this Opt Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors the following:

- (a) as of the Voting Record Date, the undersigned was the holder (or authorized signatory for a holder) of the Claims;
- (b) the Entity (or in the case of an authorized signatory, the holder) has received a copy of the *Notice of Non-Voting Status and Opt Out of Releases to Holders of Unimpaired Claims Conclusively Deemed to Accept the Plan* and that this Opt Out Form is made pursuant to the terms and conditions set forth therein;
- (c) the Entity (or in the case of an authorized signatory, the holder) has submitted the same respective election concerning the releases with respect to all Claims in a single Class; and
- (d) no other Opt Out Form has been submitted or, if any other Opt Out Forms have been submitted with respect to such Claims, then any such earlier Opt Out Forms are hereby revoked.

Name of Holder: Muhammad Kalifa Muhammad Kalifa
(print or type)

Signature: Muhammad Kalifa

Name of Signatory: None
(if other than Holder)

Title: Chairman/President

Address: 13619 S.E. Hwy 70

ALTERNATIVE DISPUTE RESOLUTION SETTLEMENT
AGREEMENT AND COMMON CONSENT OF THE MAJORITY

I Mohamed Elshayyaf Alwan Elsupreme Katifa have a Claim against Wellpath Holdings Inc., et al in relations to the Florida Civil Commitment Center as such I Mohamed Elshayyaf Alwan Elsupreme Katifa DO hereby agree to settle this Claim and any and all claims in my name against the Debtors. Et al in accordance to this Settlement Agreement.

I agree and understand that **PURSUANT TO** the terms of this agreement I will receive for the Individual Claim the amount of \$50,000.00 and for the Collective Claim of which I Consent to rebate \$15,000.00 to the Transition Committee for Transitional Services.

I understand that all my transitional services shall be so provided and I Shall receive a policy that includes a Percentage Share Package % and allocated Services in accordance to my policy services needs and transitional status.

I understand and agree by consent to the Dispute Resolution Committee Executive Department Chief and Department Executive Directorates acting in my stead to resolve these Claims in the manner upon which here is agreed and to inform me immediately as to any updates changes are decrees needed for

ratifications and resolution. I further grant consent and authorization to the Executive Chief and the Board of Executives of (the "Committee") (ADRC) to execute these decrees in the manner in which has here been designed.

I further consent and understand that the Filing and Resolution through Settlement in the Bankruptcy Court is in regards to the Wellpath Debtors case 24-90533 and my claim in regards to those Debtors only, (Including all named Debtors affiliated with WELLPATH HOLDING INC., et al in these matters and that A Counterclaim further exist in regards to other listed parties of claims in State Court of which the Alternative Dispute Resolution Committee(ADRC) (the "Committee") shall enter into arbitration upon these ratifications and agreements so presented in accordance to the Resolution Decrees as presented and consented to by Me here today.

I Further absolve the Committee of any liability or claim being that I am a stockholder and policy member of the Committee itself and that I have hereby consented and do fully agree to its formation and purpose of operations through the common consent of the majority and that it is the decree that no member of the association of committee members shall sue or force liability upon any other committee member(s). That all and any conflict shall be handled within the Committees 'Conflict Resolution Board.

Any Compensation for any complications or compromise by the Committee shall be paid upon proper [presentation] to its Board of Executives and members and a competent finding by the common consent of the majority to such compensated agreement.

Any attempt on the part of any member to present fraud or risk to the other members or to present acts against the best interest of others shall be deemed an violation of policy holder and shall be subjected to forfeiture of equity holding in said policy or termination of policy and services within said policy. The consequences of such shall be bared by the member who so breaks said terms of policy. By State Law any member acting outside of said policy construction may be subjected to legal penalties not limited to Criminal Incarceration.

The policy upon which is so entered is a Lifestyle Policy with constructed services, restrictions and benefits. As a Policy Holder I am entitled to the Stock options and services benefits package as so agreed to in my policy terms. Any changes in policy benefits and services can be and shall be presented and issued by the policy terms and services processing center. The Executive, Chief and Board of Executives must sign off on all policy changes and adjustments that are not procedurally allocated by contractual consent of the common majority of policy members.

The Policy Holders shall receive annual pay-out through monetary and incentive services. (Medical, Dental, and Health Insurance, Housing and Maintenance Services, Transportation needs and Services, Employment Development and Planning, Incentivized Raises consistent with the Costs of Living, Community Development Projects and Social Events, Assisted Living Programs, Mental Health Treatment and Services.) These Policy Benefits are so allocated and adjusted in accordance to the overall profit margin of (the "Company") and transparency shall be strictly complied with.

I Understand and agree that this is a living contract and I will be updated as it progresses.

Dated THIS 26th DAY OF June 2025

Respectfully Submitted,



FLORIDA CIVIL COMMITMENT CENTER
13619 S.E. HWY 70
ARCADIA FLORIDA 34266

AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF DESOTO

Before me, the undersigned authority, Personally appeared,

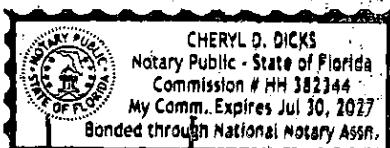
Kalifa Muhammad, (Personally Known Or

Presented Identification Card), who first being duly sworn, deposes and says that he is the Respondent in the foregoing and that the facts therein are true and correct.

Sworn To And Subscribed To Before me this 20th Day of

June 2025

Stamp of Notary)



6/26/25

Cheryl D. Dicks
Signature of Notary

OATH

I, Muhammed Kalita

, declare under penalty of perjury that the foregoing facts are true and correct Pursuant to Section 92.525, Florida Statutes, and Section 28 U.S.C. 1746 Federal Statutes (2016).

6-26-2028

Date

Muhammed Kalita

Respondent
Florida Civil Commitment Center
13619 S.E. HWY 70
Arcadia Florida 34266



Muhammad Rehmat Qaswa et/ Supreme Kalifa 7740363
Harris County Commitment Center
13619 South East Highway 70
Arcadia, Florida 34266

TAMPA FL 336
SAINT PETERSBURG FL
3 JUL 2025 PM 8:1

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION 515 RUSK STREET
HOUSTON, TX 77002

Legal Mail
" "

JUL 07 2025

United States Courts
Southern District of Texas
FILED

Nathan Ochsner, Clerk of Court

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